

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT  |                    |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
|--|---|--------------------|-------------------------------------|----------------------|--------------------|-------------------|----------------------|-------------------------------------|-------------|----------------------|---------|--|----------------------|---------|-------------|----------------------|---------|----------|----------------------|---------|----------|----------------------|---------|---------------|----------------------|---------|--|----------------------|---------|--------|----------------------|---------|--------|----------------------|---------|--------|----------------------|---------|------------------|----------------------|---------|--------------------|--|
| <b>NATURE OF CONVEYANCE:</b>   | Supplemental Agreement & Amended and Restated Grant of First Lien Security Interest |                    |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| <b>CONVEYING PARTY DATA</b>  |   |                    |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>GoldToeMoretz, LLC</td> <td></td> <td>01/17/2007</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>  | Name  | Formerly           | Execution Date                      | Entity Type          | GoldToeMoretz, LLC |                   | 01/17/2007           | LIMITED LIABILITY COMPANY: DELAWARE |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| Name   | Formerly  | Execution Date     | Entity Type                         |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| GoldToeMoretz, LLC   |   | 01/17/2007         | LIMITED LIABILITY COMPANY: DELAWARE |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| <b>RECEIVING PARTY DATA</b>  |   |                    |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| <b>Name:</b>   | Bear Stearns Corporate Lending Inc.   |                    |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| <b>Street Address:</b>   | 383 Madison Avenue  |                    |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| <b>City:</b>   | New York  |                    |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| <b>State/Country:</b>  | NEW YORK  |                    |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| <b>Postal Code:</b>  | 10179   |                    |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| <b>Entity Type:</b>  | CORPORATION: DELAWARE   |                    |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| <b>PROPERTY NUMBERS Total: 29</b>  |   |                    |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr><td>Registration Number:</td><td>1626082</td><td>COLOUR YOUR WORLD</td></tr> <tr><td>Registration Number:</td><td>1987386</td><td>FOOT UNDIES</td></tr> <tr><td>Registration Number:</td><td>2959499</td><td></td></tr> <tr><td>Registration Number:</td><td>2331852</td><td>FRESH SOLES</td></tr> <tr><td>Registration Number:</td><td>2335630</td><td>GOLDLINE</td></tr> <tr><td>Registration Number:</td><td>2950960</td><td>GOLDPLUS</td></tr> <tr><td>Registration Number:</td><td>3102047</td><td>INTELLI-SOLES</td></tr> <tr><td>Registration Number:</td><td>2954083</td><td></td></tr> <tr><td>Registration Number:</td><td>1686493</td><td>MORETZ</td></tr> <tr><td>Registration Number:</td><td>1633270</td><td>MORETZ</td></tr> <tr><td>Registration Number:</td><td>1624975</td><td>MORETZ</td></tr> <tr><td>Registration Number:</td><td>2168547</td><td>MORETZ ATHLETICS</td></tr> <tr><td>Registration Number:</td><td>2319376</td><td>ONE SOX YOUR SPORT</td></tr> </table> | Property Type   | Number             | Word Mark                           | Registration Number: | 1626082            | COLOUR YOUR WORLD | Registration Number: | 1987386                             | FOOT UNDIES | Registration Number: | 2959499 |  | Registration Number: | 2331852 | FRESH SOLES | Registration Number: | 2335630 | GOLDLINE | Registration Number: | 2950960 | GOLDPLUS | Registration Number: | 3102047 | INTELLI-SOLES | Registration Number: | 2954083 |  | Registration Number: | 1686493 | MORETZ | Registration Number: | 1633270 | MORETZ | Registration Number: | 1624975 | MORETZ | Registration Number: | 2168547 | MORETZ ATHLETICS | Registration Number: | 2319376 | ONE SOX YOUR SPORT |  |
| Property Type  | Number  | Word Mark          |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| Registration Number:   | 1626082   | COLOUR YOUR WORLD  |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| Registration Number:   | 1987386   | FOOT UNDIES        |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| Registration Number:   | 2959499   |                    |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| Registration Number:   | 2331852   | FRESH SOLES        |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| Registration Number:   | 2335630   | GOLDLINE           |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| Registration Number:   | 2950960   | GOLDPLUS           |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| Registration Number:   | 3102047   | INTELLI-SOLES      |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| Registration Number:   | 2954083   |                    |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| Registration Number:   | 1686493   | MORETZ             |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| Registration Number:   | 1633270   | MORETZ             |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| Registration Number:   | 1624975   | MORETZ             |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| Registration Number:   | 2168547   | MORETZ ATHLETICS   |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |
| Registration Number:   | 2319376   | ONE SOX YOUR SPORT |                                     |                      |                    |                   |                      |                                     |             |                      |         |  |                      |         |             |                      |         |          |                      |         |          |                      |         |               |                      |         |  |                      |         |        |                      |         |        |                      |         |        |                      |         |                  |                      |         |                    |  |

OP \$740.00 1626082

|                      |          |                   |
|----------------------|----------|-------------------|
| Registration Number: | 2796096  | POWERMOVES        |
| Registration Number: | 1197967  | POWER PLAY        |
| Registration Number: | 1997463  | POWER SOX         |
| Registration Number: | 2861680  | POWERVALUE        |
| Registration Number: | 2319377  | PRO-THICKS        |
| Registration Number: | 2760427  | SOFTOUCH          |
| Registration Number: | 3060831  | SOLE 2 SOUL       |
| Registration Number: | 2849746  | SOXMATES          |
| Registration Number: | 2075900  | VAPOR-TECH        |
| Registration Number: | 3005806  |                   |
| Registration Number: | 3104992  |                   |
| Serial Number:       | 78826712 | FUSIONSX          |
| Serial Number:       | 78743572 | HYDROWOOL         |
| Serial Number:       | 78382476 | OUTDOOR ADVENTURE |
| Serial Number:       | 78382460 | PERFORMANCE ZONE  |
| Serial Number:       | 76493368 | POWERPLAYER       |

#### CORRESPONDENCE DATA

Fax Number: (714)755-8290

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

|                         |                         |
|-------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 031935-0234 (SUPP -1ST) |
| NAME OF SUBMITTER:      | Anna T Kwan             |
| Signature:              | /Anna T Kwan/           |
| Date:                   | 07/31/2008              |

#### Total Attachments: 17

source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page1.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page2.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page3.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page4.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page5.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page6.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page7.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page8.tif

source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page9.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page10.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page11.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page12.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page13.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page14.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page15.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page16.tif  
source=Supplemental Agt & AR First Lien (GoldToeMoretz)#page17.tif

SUPPLEMENT TO  
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SUPPLEMENT NO. 1 dated as of January 17, 2007, to the First Lien Intellectual Property Security Agreement dated as of October 30, 2006, among GOLDTOEMORETZ, LLC (f/k/a GOLD TOE INVESTMENT CORP. (the "Borrower"), the Subsidiaries of the Borrower identified therein and BEAR STEARNS CORPORATE LENDING INC., as Collateral Agent for the Secured Parties (as defined below).

Reference is made to (i) the First Lien Credit Agreement dated as of October 30, 2006 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, each Lender from time to time party thereto, and BEAR STEARNS CORPORATE LENDING INC., as Administrative Agent and Collateral Agent, (ii) the Guaranty (as defined in the Credit Agreement), (iii) each Secured Hedge Agreement (as defined in the Credit Agreement) and (iii) the Cash Management Obligations (as defined in the Credit agreement).

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

The Grantors have entered into the Intellectual Property Security Agreement in order to induce (x) the Lenders to make Loans and the L/C Issuers to issue Letters of Credit, (y) the Hedge Banks to enter into and/or maintain Secured Hedge Agreements and (z) the Cash Management Bank to provide Cash Management Services. Section 5.14 of the Intellectual Property Security Agreement provides that additional Persons may become Grantors under the Intellectual Property Security Agreement by execution and delivery of an instrument substantially in the form of this Supplement. The undersigned (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a New Grantor under the Intellectual Property Security Agreement in order to induce (x) the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued, (y) the Hedge Banks to enter into and/or maintain Secured Hedge Agreements and (z) the Cash Management Banks to provide Cash Management Services.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

In accordance with Section 5.14 of the Intellectual Property Security Agreement, the New Grantor by its signature below becomes a Grantor under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Grantor and, as applicable, a Subsidiary Party thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Secured Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for

the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Intellectual Property Security Agreement shall be deemed to include the New Grantor. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of any and all Collateral of the New Grantor consisting of Intellectual Property and (b) set forth under its signature hereto, is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

GOLDTOEMORETZ, LLC

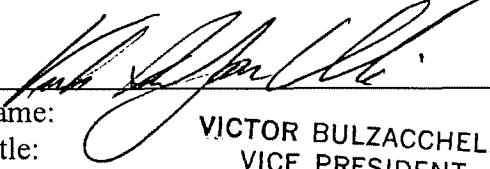
By: Kathy D. Wilson  
Name: / Kathy D. Wilson  
Title: CFO / Secretary - Treasurer

Legal Name: GoldToeMoretz, LLC  
Jurisdiction of Formation: Delaware  
Location of Chief Executive office:

661 Placid St.

Burlington, NC 27215

BEAR STEARNS CORPORATE LENDING  
INC.,  
as Collateral Agent,

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ VICTOR BULZACCHELLI  
VICE PRESIDENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRADEMARKS OWNED BY GOLDTOEMORETZ, LLC

*Trademark Registrations and Applications*

| <u>Mark and Country of<br/>Registration</u>                    | <u>Application No. and Date</u> | <u>Registration No. and Date</u> |
|--|---------------------------------|----------------------------------|
| <b>COLOUR YOUR WORLD</b><br><i>United States</i>               | 74/033,766<br>02/28/1990        | 1,626,082<br>12/04/1990          |
| <b>FOOT UNDIES</b><br><i>United States</i>                     | 74/325,824<br>10/26/1992        | 1,987,386<br>07/16/1996          |
| <b>Footbed Design</b><br><i>United States</i>                  | 78/323,954<br>11/06/2003        | 2,959,499<br>06/07/2005          |
| <b>FRESH SOLES</b><br><i>United States</i>                     | 75,622,752<br>01/19/1999        | 2,331,852<br>03/21/2000          |
| <b>FUSIONSOX</b><br><i>United States</i>                       | 78/826712<br>03/01/2006         |                                  |
| <b>GOLDLINE</b><br><i>United States</i>                        | 75/679,982<br>04/12/1999        | 2,335,630<br>03/28/2000          |
| <b>GOLDPLUS</b><br><i>United States</i>                        | 76/528,714<br>07/09/2003        | 2,950,960<br>05/17/2005          |
| <b>HYDROWOOL</b><br><i>United States</i>                       | 78/743,572<br>10/31/2005        |                                  |
| <b>INTELLI-SOLES</b><br><i>United States</i>                   | 78/494,624<br>10/05/2004        | 3102047<br>06/06/2006            |
| <b>Misc. Design</b><br><i>United States</i>                    | 76/339,324<br>11/19/2001        | 2,954,083<br>05/24/2005          |
| <b>MORETZ</b><br><i>United States</i>                          | 74/033,024<br>02/27/1990        | 1,686,493<br>05/12/1992          |
| <b>MORETZ and Medallion<br/>Design</b><br><i>United States</i> | 74/033,025<br>02/27/1990        | 1,633,270<br>01/29/1991          |
| <b>MORETZ &amp; Wing Design</b><br><i>United States</i>        | 74/032,998<br>02/27/1990        | 1,624,975<br>11/27/1990          |
| <b>MORETZ ATHLETICS</b><br><i>United States</i>                | 75/225,394<br>01/14/1997        | 2,168,547<br>06/23/1998          |
| <b>ONE SOX YOUR SPORTS</b><br><i>United States</i>             | 75/650,362<br>02/26/1999        | 2,319,376<br>02/15/2000          |
| <b>OUTDOOR ADVENTURE</b><br><i>United States</i>               | 78/382,476<br>03/11/2004        |                                  |
| <b>PERFORMANCE ZONE</b><br><i>United States</i>                | 78/382,460                      |                                  |



|  |                          |                         |
|--|--------------------------|-------------------------|
| <b>POWERMoves</b><br><i>United States</i>              | 78/114,449<br>03/13/2002 | 2,796,096<br>12/16/2004 |
| <b>POWER PLAY</b><br><i>United States</i>              | 73/239,207<br>11/15/1979 | 1,197,967<br>06/15/1982 |
| <b>POWER SOX</b><br><i>United States</i>               | 74/559,762<br>08/11/1994 | 1,997,463<br>08/27/1996 |
| <b>POWERPLAYER</b><br><i>United States</i>             | 76/493,368               |                         |
| <b>POWVALUE</b><br><i>United States</i>                | 78/262,007<br>06/13/2003 | 2,861,680<br>07/06/2004 |
| <b>PRO-THICKS</b><br><i>United States</i>              | 75/650,363<br>02/26/1999 | 2,319,377<br>02/15/2000 |
| <b>SOFTOUCH</b><br><i>United States</i>                | 78/156,381<br>08/21/2002 | 2,760,427<br>09/02/2003 |
| <b>SOLE 2 SOUL</b><br><i>United States</i>             | 78/179,095<br>10/28/2002 | 3,060,831<br>02/21/2006 |
| <b>SOXMATES</b><br><i>United States</i>                | 78/222,463<br>03/06/2003 | 2,849,746<br>06/01/2004 |
| <b>VAPOR TECH (Stylized)</b><br><i>United States</i>   | 75/185,623<br>10/22/1996 | 2,075,900<br>07/01/1997 |
| <b>Wings Design in Diamond</b><br><i>United States</i> | 78/448,224<br>07/09/2004 | 3,005,806<br>10/11/2005 |
| <b>Wings Design in Diamond</b><br><i>United States</i> | 78/448,227<br>07/09/2004 | 3104992<br>06/13/2006   |

AMENDED AND RESTATED  
GRANT OF FIRST LIEN SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

This **AMENDED AND RESTATED GRANT OF FIRST LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS**, dated as of January 17, 2007 (as amended, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is made by each of the grantors signatories hereto (collectively, the "**Grantors**") in favor of **BEAR STEARNS CORPORATE LENDING INC. ("Bear")**, as Administrative and Collateral Agent for the Secured Parties (in such capacity, the "**Collateral Agent**") (as defined in the Credit Agreement referred to below).

WHEREAS, **GTM HOLDINGS, INC.** (f/k/a **GOLD TOE INVESTMENT CORP.**) a Delaware corporation (the "**Borrower**"), and certain subsidiaries of the Borrower have entered into that certain First Lien Credit Agreement, dated as of October 30, 2006 (as amended, restated, supplemented, and/or otherwise modified from time to time, the "**Credit Agreement**"), with the Lenders from time to time party thereto, and Bear, as Administrative Agent and Collateral Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain First Lien Intellectual Property Security Agreement, dated as of October 30, 2006, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "**Intellectual Property Security Agreement**").

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, Moretz, Inc., an original party to the Intellectual Property Security Agreement, has merged with and into GoldToeMoretz, LLC, and as part of such transaction, Moretz, Inc. has transferred all of its intellectual property to GoldToeMoretz, LLC.

WHEREAS, GoldToeMoretz, LLC and GTB Holding, LLC (f/k/a GTB Holding Corp.) subsequently executed supplements to the Intellectual Property Security Agreement to become parties thereto with the same force and effect as if originally named therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Intellectual Property Security Agreement, and, if not therein defined, in the Credit Agreement

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a first lien security interest in and to all of such Grantor's right, title and interest in and to the Trademarks (as defined in the Intellectual Property Security Agreement), including, without limitation, those items listed on Schedule I hereto (the "**Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement and the Credit Agreement, the terms and provisions of which (including the rights and remedies of each party hereto provided for therein) are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Trademark Security Agreement are in conflict with the Intellectual Property Security Agreement or the Credit Agreement, the provisions of the Intellectual Property Security Agreement or the Credit Agreement shall govern.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**GAKM RESOURCES CORPORATION, as  
Grantor**

By: Kathy D. Wilson  
Name: Kathy D. Wilson  
Title: Senior Vice President

**GTB HOLDING, LLC, as Grantor**

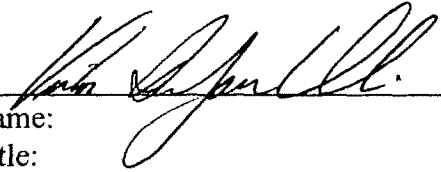
By: Kathy D. Wilson  
Name: Kathy D. Wilson  
Title: Senior Vice President

**GOLDTOEMORETZ, LLC, as Grantor**

By: Kathy D. Wilson  
Name: Kathy D. Wilson  
Title: CFO / Secretary - Treasurer

[First Lien Trademark Security Agreement]

BEAR STEARNS CORPORATE LENDING  
INC.,  
as Collateral Agent,

By:   
Name:  
Title:

VICTOR BULZACCHELLI  
VICE PRESIDENT

By: \_\_\_\_\_  
Name:  
Title:

Schedule 1

TRADEMARKS OWNED BY GAKM RESOURCES CORPORATION

*Trademark Registrations and Applications*

| <u>Mark and Country of<br/>Registration</u>                    | <u>Application No.</u> | <u>Registration No.</u> |
|--|------------------------|-------------------------|
| <b>ADAMS RIB</b><br><i>United States</i>                       | 72/122805              | 761381                  |
| <b>ALL PRO</b><br><i>United States</i>                         | 74/323039              | 1802161                 |
| <b>ALL PRO</b><br><i>United States</i>                         | 78/656571              |                         |
| <b>ALL WALKS OF LIFE</b><br><i>United States</i>               | 75/050736              | 2240936                 |
| <b>AQUAFX AND DESIGN</b><br><i>United States</i>               | 76/590545              | 3006302                 |
| <b>AURO</b><br><i>United States</i>                            | 78/483715              |                         |
| <b>AURO</b><br><i>United States</i>                            | 76/276434              | 2694015                 |
| <b>COLOR MATCH</b><br><i>United States</i>                     | 73/764138              | 1592084                 |
| <b>CUSHION TEC</b><br><i>United States</i>                     | 78/206201              | 2846805                 |
| <b>DEVICE OF SOCK<br/>W/MAG GLASS</b><br><i>United States#</i> | 72/155148              | 770388                  |
| <b>DEVICE OF SOCK<br/>W/MAG GLASS</b><br><i>United States</i>  | 72/229650              | 819545                  |
| <b>DURA+MATES</b><br><i>United States</i>                      | 78/070524              | 2751345                 |
| <b>ECO-FX and Design</b><br><i>United States</i>               | 77/005397              |                         |
| <b>EVER WEAR</b><br><i>United States</i>                       | 78/336231              | 2979644                 |
| <b>EZ MATCH</b><br><i>United States</i>                        | 78/071212              | 2673300                 |
| <b>FALL PROOF</b><br><i>United States</i>                      | 75/727363              | 2525702                 |

|  |            |         |
|--|------------|---------|
| <b>FLUFFIES</b><br><i>United States</i>                                | 72/097305  | 711571  |
| <b>FOR ALL WALKS OF LIFE</b><br><i>United States</i>                   | 74/525534  | 2114401 |
| <b>FRESHCARE and Design</b><br><i>United States</i>                    | 78/711772  |         |
| <b>G AND DESIGN</b><br><i>United States</i>                            | 76/463729  | 2781599 |
| <b>G AND DESIGN (on Sole of Sock)</b><br><i>United States</i>          | 76/463730  | 2790737 |
| <b>G AND DESIGN IN SQUARE</b><br><i>United States</i>                  | 76/463728  | 2781598 |
| <b>GOLD CLUB</b><br><i>United States</i>                               | 75/242778  | 2160214 |
| <b>GOLD COLORING ON TOE OF SOCK</b><br><i>United States</i>            | 71/3140286 | 308608  |
| <b>GOLD RING DESIGN</b><br><i>United States</i>                        | 78/466145  | 3119227 |
| <b>GOLD RINGS (three rings)</b><br><i>United States</i>                | 76/463727  | 2801963 |
| <b>GOLD STANDARD</b><br><i>United States</i>                           | 76/041120  | 2707500 |
| <b>GOLD STRIPE DESIGN</b><br><i>United States</i>                      | 74/680710  | 2056422 |
| <b>GOLD STRIPE DESIGN (Principal Register)</b><br><i>United States</i> | 76/401214  | 2704278 |
| <b>GOLD TOE</b><br><i>United States</i>                                | 77/023665  |         |
| <b>GOLD TOE</b><br><i>United States</i>                                | 74/239513  | 1780355 |
| <b>GOLD TOE</b><br><i>United States</i>                                | 76/179968  | 2751736 |
| <b>GOLD TOE</b><br><i>United States</i>                                | 72/155149  | 770389  |
| <b>GOLD TOE (FANCIFUL PRINT)</b><br><i>United States</i>               | 74/239325  | 1837930 |

|  |           |           |
|--|-----------|-----------|
| <b>GOLD TOE AND GOLD HEEL</b><br><i>United States</i>        | 76/462707 | 2831431   |
| <b>GOLD TOE CLASSIC</b><br><i>United States</i>              | 74/323035 | 1924671   |
| <b>GOLD TOE GEAR</b><br><i>United States</i>                 | 76/135132 | 2586443   |
| <b>GOLD TOE MAX</b><br><i>United States</i>                  | 78/198092 | 2,838,566 |
| <b>GOLD TOE PLATINUM</b><br><i>United States</i>             | 76/197694 | 2727767   |
| <b>GOLD TOE PREMIER</b><br><i>United States</i>              | 78/707924 |           |
| <b>GOLD TOE SOLEUTION and design</b><br><i>United States</i> | 78/937990 |           |
| <b>GOLD TRED DESIGN MARK</b><br><i>United States</i>         | 76/435363 | 2822294   |
| <b>GREAT AMERICAN SOCKS</b><br><i>United States</i>          | 75/908810 | 2621864   |
| <b>GT A GOLD TOE BRAND</b><br><i>United States</i>           | 78/508163 |           |
| <b>GT A GOLD TOE BRAND DESIGN</b><br><i>United States</i>    | 76/653542 |           |
| <b>LEGEND BY GOLD TOE</b><br><i>United States</i>            | 74/668550 | 1994946   |
| <b>LEGEND BY GOLD TOE BRANDS</b><br><i>United States</i>     | 78/490546 |           |
| <b>MAXSPUN AND DESIGN</b><br><i>United States</i>            | 76/590936 | 3043541   |
| <b>PERFECT FIT</b><br><i>United States</i>                   | 78/831280 |           |
| <b>PERFECT FIT</b><br><i>United States</i>                   | 75/103283 | 2139828   |
| <b>PRIMERA</b><br><i>United States</i>                       | 78/695196 |           |
| <b>PRO A GOLD TOE BRAND</b><br><i>United States</i>          | 77/010318 |           |



|   |           |           |
|---|-----------|-----------|
| <b>SANTA DESIGN</b><br><i>United States</i>                       | 74/164330 | 1723914   |
| <b>SILVER COLORING ON<br/>TOE OF SOCK</b><br><i>United States</i> | 75/630275 | 2770527   |
| <b>SILVER RINGS (three<br/>rings)</b><br><i>United States</i>     | 78/370459 |           |
| <b>SILVER TOE</b><br><i>United States</i>                         | 72/132671 | 740958    |
| <b>SILVER TOE</b><br><i>United States</i>                         | 76/179967 | 2879864   |
| <b>SILVER TOE GEAR</b><br><i>United States</i>                    | 78/554285 | 3131112   |
| <b>SILVER TRED DESIGN<br/>MARK</b><br><i>United States</i>        | 76/435362 | 2799496   |
| <b>SILVERGARD</b><br><i>United States</i>                         | 75/446984 | 2275026   |
| <b>SOLEUTION and design</b><br><i>United States</i>               | 78/938054 |           |
| <b>STANDARD OF QUALITY</b><br><i>United States</i>                | 75/197421 | 2163413   |
| <b>TEMPFX and Design</b><br><i>United States</i>                  | 78/585160 |           |
| <b>THERMO SHIELD AND<br/>DESIGN</b><br><i>United States</i>       | 78/774822 |           |
| <b>TODAY'S CASUAL</b><br><i>United States</i>                     | 75/860956 | 2951935   |
| <b>TOE PRINT LOGO</b><br><i>United States</i>                     | 74/666328 | 2,540,661 |
| <b>TREADWELL</b><br><i>United States</i>                          | 76/461806 | 3104313   |
| <b>ULTRA TEC and design</b><br><i>United States</i>               | 78/958687 |           |

TRADEMARKS OWNED BY GTB HOLDING, LLC

*Trademark Registrations and Applications*

| <u>Mark and Country of<br/>Registration</u> | <u>Application No.</u> | <u>Registration No.</u> |
|---|------------------------|-------------------------|
| <b>SANFORSET</b><br><i>United States</i>    |                        | 438775                  |
| <b>SANFORIZED</b><br><i>United States</i>   |                        | 408781                  |
| <b>SANFORIZED</b><br><i>United States</i>   |                        | 408780                  |

TRADEMARKS OWNED BY GOLDTOEMORETZ, LLC

*Trademark Registrations and Applications*

| <u>Mark and Country of<br/>Registration</u>                    | <u>Application No. and Date</u> | <u>Registration No. and Date</u> |
|--|---------------------------------|----------------------------------|
| <b>COLOUR YOUR WORLD</b><br><i>United States</i>               | 74/033,766<br>02/28/1990        | 1,626,082<br>12/04/1990          |
| <b>FOOT UNDIES</b><br><i>United States</i>                     | 74/325,824<br>10/26/1992        | 1,987,386<br>07/16/1996          |
| <b>Footbed Design</b><br><i>United States</i>                  | 78/323,954<br>11/06/2003        | 2,959,499<br>06/07/2005          |
| <b>FRESH SOLES</b><br><i>United States</i>                     | 75,622,752<br>01/19/1999        | 2,331,852<br>03/21/2000          |
| <b>FUSIONSX</b><br><i>United States</i>                        | 78/826712<br>03/01/2006         |                                  |
| <b>GOLDLINE</b><br><i>United States</i>                        | 75/679,982<br>04/12/1999        | 2,335,630<br>03/28/2000          |
| <b>GOLDPLUS</b><br><i>United States</i>                        | 76/528,714<br>07/09/2003        | 2,950,960<br>05/17/2005          |
| <b>HYDROWOOL</b><br><i>United States</i>                       | 78/743,572<br>10/31/2005        |                                  |
| <b>INTELLI-SOLES</b><br><i>United States</i>                   | 78/494,624<br>10/05/2004        | 3102047<br>06/06/2006            |
| <b>Misc. Design</b><br><i>United States</i>                    | 76/339,324<br>11/19/2001        | 2,954,083<br>05/24/2005          |
| <b>MORETZ</b><br><i>United States</i>                          | 74/033,024<br>02/27/1990        | 1,686,493<br>05/12/1992          |
| <b>MORETZ and Medallion<br/>Design</b><br><i>United States</i> | 74/033,025<br>02/27/1990        | 1,633,270<br>01/29/1991          |
| <b>MORETZ &amp; Wing Design</b><br><i>United States</i>        | 74/032,998<br>02/27/1990        | 1,624,975<br>11/27/1990          |
| <b>MORETZ ATHLETICS</b><br><i>United States</i>                | 75/225,394<br>01/14/1997        | 2,168,547<br>06/23/1998          |
| <b>ONE SOX YOUR SPORTS</b><br><i>United States</i>             | 75/650,362<br>02/26/1999        | 2,319,376<br>02/15/2000          |
| <b>OUTDOOR ADVENTURE</b><br><i>United States</i>               | 78/382,476<br>03/11/2004        |                                  |
| <b>PERFORMANCE ZONE</b><br><i>United States</i>                | 78/382,460                      |                                  |

|  |                          |                         |
|--|--------------------------|-------------------------|
| <b>POWERMOVES</b><br><i>United States</i>              | 78/114,449<br>03/13/2002 | 2,796,096<br>12/16/2004 |
| <b>POWER PLAY</b><br><i>United States</i>              | 73/239,207<br>11/15/1979 | 1,197,967<br>06/15/1982 |
| <b>POWER SOX</b><br><i>United States</i>               | 74/559,762<br>08/11/1994 | 1,997,463<br>08/12/1996 |
| <b>POWERPLAYER</b><br><i>United States</i>             | 76/493,368               |                         |
| <b>POWVALUE</b><br><i>United States</i>                | 78/262007<br>06/13/2003  | 2,861,680<br>07/06/2004 |
| <b>PRO-THICKS</b><br><i>United States</i>              | 75/650,363<br>02/26/1999 | 2,319,377<br>02/15/2000 |
| <b>SOFTOUCH</b><br><i>United States</i>                | 78/156,381<br>08/21/2002 | 2,760,427<br>09/02/2003 |
| <b>SOLE 2 SOUL</b><br><i>United States</i>             | 78/179,095<br>10/28/2002 | 3,060,831<br>02/21/2006 |
| <b>SOXMATES</b><br><i>United States</i>                | 78/222,463<br>03/06/2003 | 2,849,746<br>06/01/2004 |
| <b>VAPOR TECH (Stylized)</b><br><i>United States</i>   | 75/185,623<br>10/22/1996 | 2,075,900<br>07/01/1997 |
| <b>Wings Design in Diamond</b><br><i>United States</i> | 78/448,224<br>07/09/2004 | 3,005,806<br>10/11/2005 |
| <b>Wings Design in Diamond</b><br><i>United States</i> | 78/448,227<br>07/09/2004 | 3104992<br>06/13/2006   |